

CITY OF NORTH MIAMI
AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT AND
EXERCISE OF SECOND OPTION TO RENEW
(Housing Inspection Services - RFP #11-21-22)

THIS PROFESSIONAL SERVICES AGREEMENT (“Amendment”) is made and entered into on _____, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125 Street, North Miami, FL 33161 (the “City”) and **TSC Associates, Inc.**, a Florida profit corporation, located at 1171 NW 27 Avenue, Fort Lauderdale, FL 33311 (“Contractor”). The City and Contractor shall be individually referred to as “Party” and collectively as “Parties.”

RECITALS

WHEREAS, on March 28, 2022, the Parties entered into a Professional Services Agreement (“Agreement”) to conduct inspections on behalf of the City for home rehabilitation projects, which is attached hereto as Exhibit 1; and

WHEREAS, the City desires to exercise its right to a second option to renew the Agreement for an additional one-year term following the Initial Term Period as stipulated in Article 3 of the Agreement terms, which grants the City the right to exercise four (4) options for renewal, subject to the Contractor's acceptance and satisfactory performance of services as provided herein; and

WHEREAS, the purpose of this Amendment to the Agreement is to amend Exhibit A, Negotiated Price Proposal Form to modify the cost of services; and

WHEREAS, except as specifically amended by this Amendment, the terms and conditions of the Agreement shall remain in full force and effect, and all of its original terms and conditions set forth therein, if any, are hereby ratified and confirmed. Reference to this specific Amendment need not be made in the Agreement or any other instrument or document executed in connection therewith, or in any certificate, letter or communication issued or made pursuant to or with respect to the Agreement, any reference in any of such items to the Agreement being sufficient to refer to the Agreement as amended hereby.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth below, the Parties agree as follows:

1. **Article 3 – Term of Agreement** is hereby extended to reflect that:

The City opts to exercise its right to a second option to renew the Agreement for an additional one-year term, subject to the Contractor's acceptance and satisfactory performance of services, with the understanding that the insurance requirements shall be subject to review by the City's Risk Management Director.

2. **Exhibit A - Price Proposal Form 2024** is hereby amended to reflect the:

The prices listed on the attached Exhibit A shall include the total cost to complete the Services requested in this Solicitation including, but not limited to fuel costs, materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above.

ATTEST:

Corporate Secretary or Witness

By: _____
Print Name

TSC Associates, Inc., a Florida profit corporation: "**Contractor**"

By: _____
Print Name

Date

Date

ATTEST:

City of North Miami, a Florida municipal corporation: "**City**"

By: _____
Alberte Bazile
Housing and Social Services Director

Date

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Rasha Cameau, MBA, FRA-RP
City Manager

Date

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau, Esq.
City Attorney

Date



PRICE PROPOSAL FORM 2024

Housing Inspection Services

The prices listed below shall include the total cost to complete the Services requested in this Solicitation including, but not limited to fuel costs, materials, labor, equipment, bonds, insurance, etc., as necessary to ensure proper delivery of Services as requested by the City of North Miami.

	Description	Unit	Unit Cost
1	Initial Inspection: Prepare checklist covering the initial inspection of each home, include any deficiencies discovered and take and submit photographs to the City.	Per Inspection	\$ 525
2	Prepare Scope of Work for Bidding. Include detailed cost estimate. Photographs from inspection should be included for each item addressed in the scope of work.	Per Specification	\$ 650
3	Pre-Bid: Conduct a pre-bid meeting at the site with the City's pre-qualified contractors. Prepare a sign-in sheet and answer contractor's questions and addendum.	Per Bid	\$ 500
4	Project Closeout Survey & Final Inspection: Upon conclusion of each project, meet with the homeowner(s) to assist them in completing a Project Closeout Survey (this survey will be a standard survey and the template will be provided by City staff). Submit a Final Report with the Closeout Survey. This report should provide a review of the work completed by the contractor in relation to the Scope of Work established for that project.	Per Inspection	\$ 600

OPTIONAL SERVICES

The services listed below will be used for projects on an as-needed basis.

	Description	Unit	Unit Cost
1	Interim Inspections: Conduct progress inspection and submit inspection report with photograph. Photographs should relate to initial photographs submitted during the initial inspection.	Per Inspection	\$ 500
2	Final Inspection: Conduct one (1) final inspection to review and approve the contractor's work. An inspection report should be submitted with photographs corresponding to photographs submitted in previous inspections. Prepare and submit a punch list to the Contractor for review. Submit a Final Inspection Report to the City.	Per Inspection	\$ 600
3	Follow-Up Inspection: Additional inspections may be required for homes that do not pass after the one (1) final inspection covered in line item 5. Follow-up inspections should include a report with items referring back to the previous inspection reports.	Per Inspection	\$ 500



March 28, 2023

TSC Associates, Inc
P.O. Box 120487
Fort Lauderdale, FL 33311
Attn: William La'Marr Ruffin, President
tscinspectservices@gmail.com

RE: CONTRACT NO.: 11-21-22 RFP EXPIRATION DATE: March 28, 2024
CONTRACT TITLE: Housing Inspection Services RENEWAL NO.: 1 of 4

Dear Vendor:

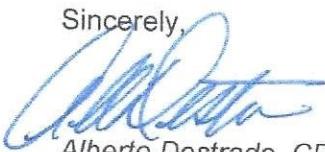
The City of North Miami would like to exercise the first option to renew the above-referenced contract. The renewal shall be exercised with all original terms, conditions and unit prices adhered to with no deviations, unless otherwise specified within the original agreement.

The renewal period shall be effective from March 29, 2023, through March 28, 2024. The City reserves the right to terminate and re-solicit any contract if it determines that contract terms are not in the City's best interests. The renewal of this contract is contingent upon compliance with certificate(s) of insurance requirements as applicable.

Please acknowledge receipt of this letter by no later than Friday, March 31, 2023, by signing below and returning this letter, along with copies of your updated insurance forms, to the City of North Miami Purchasing Department.

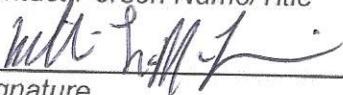
If you have any questions, please feel free to contact me at (305)895-9886. Your cooperation in this matter is appreciated.

Sincerely,



Alberto Destrade, CPPO
Purchasing Director

I HEREBY ACKNOWLEDGE RECEIPT OF THIS LETTER & WILL
SUBMIT COMPLIANCE DOCUMENTS AS REQUIRED:
TSC Associates, Inc

William La'Marr Ruffin, President
Contact Person Name/Title

Signature

3/30/2023
Date

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(*Housing Inspection Services - RFP #11-21-22*)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on March 28, 2022, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **TSC Associates, Inc.**, a Florida profit corporation, located at 1171 NW 27th Avenue, Fort Lauderdale, FL 33311 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on November 10, 2021, the City of North Miami (“City”) issued ***Request For Proposals (RFP) No. 11-21-22 – Housing Inspection Services*** (“RFP”) seeking proposals from qualified, licensed and experienced firms to conduct inspections on behalf of the City for home rehabilitation projects in accordance with the terms and conditions of the solicitation (“Services”); and

WHEREAS, the City’s evaluation committee completed its review and ranking of all the proposals received in response to the RFP, and selected Contractor as the most responsive and responsible provider of Services, whose qualifications, references and cost of Services demonstrated to be the most advantageous to the City; and

WHEREAS, on February 9, 2022, the Mayor and City Council passed and adopted a Resolution, approving the selection of Contractor for the provision of Services, and authorizing the City Manager to execute this Agreement for the provision of Services.

WHEREAS, the City Manager finds that entering into this Agreement with Contractor for the provision of Services in accordance with the Contract Documents, is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City of North Miami ***Request for Proposals 11-21-22 – Housing Inspection Services***, attached hereto by reference;

- 2.1.2 Contractor's response to the RFP ("Proposal"), attached hereto as "Exhibit A";
- 2.1.3 Any additional documents which are required to be submitted by Contractor pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The RFP.

ARTICLE 3 – TERM OF AGREEMENT

- 3.1 The Initial Term of this Agreement shall be a period of one (1) year from the date of execution ("Initial Term Period"), unless terminated earlier by the City. Contractor agrees that the performance of Services shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Services within the agreed time for performance. Failure to achieve timely performance of Services shall be regarded as a material breach of this Agreement and subject to the appropriate remedies available to the City at law.
- 3.2 Following the Initial Term Period, the City shall have the right to exercise four (4) options to renew this Agreement for one (1) year-term periods, subject to Contractor's acceptance and satisfactory performance of Services by Contractor. Upon any extension, the insurance requirements for this Agreement will be subject to review by the City's Risk Manager.
- 3.3 When, in the opinion of the City, reasonable grounds for uncertainty exists with respect to the Contractor's ability to perform Services or any portion thereof, the City may request that the Contractor, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Contractor's ability to perform in accordance with terms of this Agreement. In the event that the Contractor fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

ARTICLE 4 - COMPENSATION

- 4.1 Contractor shall be compensated an amount not to exceed Sixty-Six Thousand Two Hundred Fifty and no/100 Dollars (\$66,250.00) for Services rendered in accordance with Contract Documents. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Contractor.
- 4.2 The City shall pay Contractor within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

ARTICLE 5 - CONTRACTOR'S RESPONSIBILITIES

5.1 As an inducement for the City to enter into this Agreement, Contractor has represented an expertise in the provision of Services to similar public entities. In reliance upon those representations, the City has entered into this Agreement with Contractor for the provision of Services.

5.2 Contractor shall supervise and direct the work competently and efficiently, devoting such attention and applying Contractor's best skill, attention and expertise. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences and procedures of the work and shall ensure that the finished Services accurately comply with the Contract Documents, and local, state and federal laws.

5.3 Contractor shall perform the Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

ARTICLE 6 - SCOPE OF SERVICES

6.1 Services shall be defined as the labor, supervision, materials, equipment, tools, transportation, services and expertise provided by Contractor to provide housing inspection services for the City, in accordance with the terms, conditions and specifications set forth in the Contract Documents.

6.2 Contractor represents and warrants to the City that: (i) Contractor possesses all qualifications, licenses and expertise required for the provision of Services, with personnel fully licensed by the State of Florida; (ii) Contractor is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Contractor is duly authorized to execute same and fully bind Contractor as a party to this Agreement.

6.3 Contractor agrees and understands that: (i) any subcontractors used by Contractor shall be paid by Contractor and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the work related to this Agreement shall be borne solely by Contractor.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Contractor has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Contractor shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Contractor further understands that Florida workers' compensation benefits available to employees of the City, are not available to Contractor. Therefore, Contractor agrees to provide workers' compensation insurance for any employee or agent of Contractor rendering services to the City under this Agreement.

ARTICLE 8 - CONFLICTS OF INTEREST

8.1 Contractor represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

8.2 Contractor covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with contractors or vendors providing professional construction services on projects assigned to the Contractor, except as fully disclosed and approved by the City. Contractor further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 9 - DEFAULT

9.1 If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. The City shall have the right to terminate this Agreement, in the event Contractor fails to cure a default within five (5) business days after receiving Notice of Default. Contractor understands and agrees that termination of this Agreement under this section shall not release Contractor from any obligations accruing prior to the effective date of termination.

ARTICLE 10 - CITY'S TERMINATION RIGHTS

10.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon ten (10) days written notice to Contractor. In such event, the City shall pay Contractor compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Contractor for any additional compensation, or for any consequential or incidental damages.

ARTICLE 11 - NOTICES

11.1 All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement when delivered by personal service, faxed, or dispatched by mail or certified mail, addressed as follows:

To Contractor: TSC Associates, Inc.
 Attn: William Lamarr Ruffin, Registered Agent
 1127 NW 27 Avenue
 Fort Lauderdale, FL 33311

To City: City of North Miami
 Attn: City Manager
 776 N.E. 125th Street
 North Miami, Florida 33161

With a copy to: City Attorney
 City of North Miami
 776 N.E. 125th Street
 North Miami, Florida 33161

11.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

11.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 12 - INDEMNIFICATION

12.1 The Contractor shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Contractor, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Services under this Agreement.

12.2 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 13 – INSURANCE

13.1 Prior to the execution of this Agreement, the Contractor shall submit certificate(s) of insurance evidencing the required policy coverage with respect to the Services provided under this Agreement.

13.2 All insurance policies required from Contractor shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 14 - PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACTOR, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXT. 12110.

14.1 Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

14.2 Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

14.3 Upon request from the City's custodian of public records, Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a

reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

14.4 Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

14.5 Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE 15 - MISCELLANEOUS PROVISIONS

15.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

15.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

15.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.6 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.7 The Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

15.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.10 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.12 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.13 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

15.14 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

E-SIGNED by Myriam Thomas
on 2022-03-15 19:17:12 GMT
By: _____

Print Name: Myriam Thomas

Date: March 15, 2022

TSC Associates, Inc., a Florida profit corporation:

“Contractor”:

E-SIGNED by William La'Marr Ruffin
on 2022-03-15 19:10:42 GMT
By: _____

Print Name: William La'Marr Ruffin

Date: March 15, 2022

ATTEST:

E-SIGNED by Vanessa Joseph
on 2022-03-28 16:55:48 GMT
By: _____

Vanessa Joseph, Esq.
City Clerk

Y.P.

E-SIGNED by Theresa Therilus
on 2022-03-23 20:57:34 GMT
By: _____

Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff P.H. Cazeau
on 2022-03-18 14:17:57 GMT
By: _____

Jeff P. H. Cazeau
City Attorney